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SPECIALISTS, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TEAM-ONE EMPLOYMENT
SPECIALISTS, LLC, a California
limited liability company,

Plaintiff,

v.

TEAMONE STAFFING SOLUTIONS,
LLC, a New Jersey limited liability
company; CHRISTIAN VALDEZ, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

- (1) **TRADEMARK
INFRINGEMENT (15 U.S.C.
§ 1114);**
- (2) **UNFAIR COMPETITION (15
U.S.C. § 1125(a)(1)(A));**
- (3) **FALSE ADVERTISING (15
U.S.C. § 1125(a)(1)(B));**
- (4) **CYBERPIRACY (15 U.S.C.
§ 1125(d));**
- (5) **COMMON LAW TRADEMARK
INFRINGEMENT; AND**
- (6) **UNFAIR BUSINESS
PRACTICES (CAL. BUS. &
PROF. CODE § 17200).**

DEMAND FOR TRIAL BY JURY

1 For its Complaint, plaintiff Team-One Employment Specialists, LLC
2 (“Plaintiff” or “Team One”) alleges as follows:

3
4 **THE PARTIES**

5 1. Plaintiff Team-One is a California limited liability company with offices
6 at 16030 Ventura Boulevard, Suite 430, Encino, California 91436.

7 2. Defendant TeamOne Staffing Solutions LLC (“TSS”) is a New Jersey
8 limited liability company, with offices at 333 State Street, 1st Floor, Perth Amboy,
9 New Jersey 08861.

10 3. Defendant Christian Valdez is an individual and the Chief Executive
11 Officer of TSS (“Valdez”). Upon information and belief, Valdez is a citizen of and
12 resident of New Jersey.

13 4. Plaintiff is unaware of the true names and capacities of defendants sued
14 herein as Does 1 through 10, inclusive, and therefore sue these defendants by such
15 fictitious names and capacities. Plaintiff will amend this Complaint to allege their
16 true names and capacities when ascertained, along with the appropriate charging
17 allegations. TSS, Valdez, and Does 1 through 10 are, at times, collectively referred to
18 herein as “Defendants,” and are, at times, individually referred to herein as a
19 “Defendant.”

20 5. Plaintiff is informed and believes and, based thereon, alleges that at all
21 relevant times, each of the Defendants, including defendants Does 1 through 10, was
22 an agent, employee or co-conspirator of each of the other Defendants, and was acting
23 within the course and scope of such agency or employment and was in some manner
24 legally responsible for the wrongful conduct alleged herein. Plaintiff is further
25 informed and believes and, based thereon, alleges that each Defendant, including the
26 fictitiously named Defendants, directed, aided and assisted in committing the
27 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused
28 by each and every such Defendant. Plaintiff is further informed and believes and,

1 based thereon, alleges that, at all relevant times, to the extent that the conduct and
2 omissions alleged herein were perpetrated by one or more Defendants, the remaining
3 Defendants confirmed and ratified such conduct and omissions.

4 5 **JURISDICTION AND VENUE**

6 6. This Court has jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C.
7 §§ 1331 and 1338(a) over the federal trademark infringement, false advertising,
8 unfair competition claims, and dilution claims which arise under the Lanham Act, 15
9 U.S.C. §§ 1051, *et seq.*, and has jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and
10 1367 over the state unfair competition and common law trademark infringement
11 claims because they arise from the same common nucleus of operative facts and
12 transactions, such that they form part of the same case or controversy and a plaintiff
13 would ordinarily be expected to try them all in a single judicial proceeding. This
14 Court also has jurisdiction pursuant to 28 U.S.C. § 1332 over all claims asserted
15 herein, because there is complete diversity of citizenship between Plaintiff and all
16 Defendants, and the amount in controversy is greater than \$75,000, exclusive of
17 interest and costs.

18 7. This Court has personal jurisdiction over the Defendants. Defendant TSS
19 is registered with the California Secretary of State to do business in the State of
20 California. Defendant TSS advertises a location in Ontario, California. Valdez is the
21 agent for service of process for TSS on file with the California Secretary of State.
22 Additionally, Plaintiff is informed, and believes, and based thereon, alleges that the
23 conduct giving rise to this suit occurred, at least in part, California, including, the
24 sale, offer for sale, or advertising of products and/or services in connection with
25 infringing trademarks in this judicial district. Further, Defendants either knew or
26 should have known that their infringing conduct would have consequences in
27 California and, that the harm to Plaintiff arising from Defendants' conduct would
28 occur (and, in fact did occur) in California.

1 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c).
2 Plaintiff is informed and believes and, based thereon, alleges, that Defendants
3 conduct business in this District and that a substantial part of the events and/or
4 omissions giving rise to the claims against Defendants occurred in this District.
5 Plaintiffs have offices in this District and have been injured in this District as a result
6 of Defendants' infringing conduct.

7
8 **GENERAL ALLEGATIONS**

9 **Plaintiff and the TEAM ONE Mark**

10 9. For nearly three decades, Plaintiff has provided employment agency
11 services in connection with the federally registered and incontestable trademark
12 TEAM ONE (the "TEAM ONE Mark").

13 10. The TEAM ONE Mark has been used in connection with employment
14 agency services, employment counseling and recruiting services, personnel placement
15 and recruiting services, staffing services, and consulting services in the field of
16 personnel management since at least as early as January 1994. The TEAM ONE
17 Mark is the subject of incontestable federal trademark registration number 2741246
18 (the "TEAM ONE Reg."). Plaintiff uses the domain names teamone.com and
19 teamone.la in the course of providing its services.

20 11. Plaintiff has, for at least 15 years, been recognized as one of the Top 500
21 Largest Hispanic Owned Businesses in the U.S., and for at least 7 years, been
22 recognized as one of the Top 100 Largest Hispanic Owned Business in the U.S.
23 Plaintiff's CEO has been recognized by the City and County of Los Angeles, by the
24 Governor of California, and even by President Bill Clinton for community
25 contributions by Plaintiff and by himself.

26 12. Plaintiff provides its services throughout Los Angeles, San Bernardino,
27 and Riverside counties.
28

1 13. The TEAM ONE Mark is a strong mark and it is inherently distinctive.
2 Even if it were not inherently distinctive (and it is), through its continuous use and
3 promotion it has acquired distinctiveness. The TEAM ONE Mark is uniquely
4 associated with Plaintiff.

5
6 Defendants' Infringing Conduct

7 14. On information and believe, Defendants have adopted and are using the
8 names and marks TEAM ONE and TEAM ONE STAFFING ("Defendants' Marks")
9 and the domain name teamonestaffing.biz (the "Domain Name," and, together with
10 the Defendants' Marks, collectively the "Infringing Marks" and individually an
11 "Infringing Mark").

12 15. Defendants are using the Infringing Marks in connection with the
13 provision of services identical to those in connection with which Plaintiff uses the
14 TEAM ONE Mark, including employment agency services, employment counseling
15 and recruiting services, staffing services, and personnel placement and recruiting
16 services.

17 16. Defendant are using the Infringing Marks in connection with these
18 services, *inter alia*, New Jersey, New York, Nevada, Texas, and California, including
19 in San Bernardino County, California. Among other things, Defendants advertise a
20 location in Ontario, California.

21 17. Defendants' unauthorized and infringing use of the Infringing Marks
22 commenced long after Plaintiff's first use and registration of the TEAM ONE Mark.

23 18. Defendants' use of the Infringing Marks, as described above, is likely to
24 cause confusion, including reverse confusion, or to cause mistake, or to deceive as to
25 source, origin, affiliation, approval, sponsorship, and/or association.

26 19. Defendant Valdez is the founder, owner, and Chief Executive Officer of
27 Defendant TSS. On information and belief, Defendant Valdez authorized, directed,
28 and/or participated in the infringing conduct described herein and, as such, he is

1 personally liable for such conduct, and personally liable for each of the claims for
2 relief asserted below.

3 20. Defendants' infringing conduct deprives Plaintiff of the ability to
4 safeguard its reputation for excellence and deceives the users of Defendants'
5 infringing services into believing that they are receiving authentic TEAM ON service,
6 which is not the case.

7 21. To date, based on information and believe, Defendants continue to use
8 the Infringing Marks without Plaintiff's authorization or consent.

9
10 **FIRST CLAIM FOR RELIEF**

11 **Trademark Infringement**

12 (15 U.S.C. § 1114)

13 22. Plaintiff incorporates by reference the preceding paragraphs of this
14 Complaint as if set forth herein.

15 23. Defendants, through the acts and omissions described herein, have used
16 and continue to use, in commerce the Infringing Marks in connection with the sale,
17 offering for sale, distribution, and advertising, of services.

18 24. Defendants' above-described conduct and use of the Infringing Marks
19 are likely to cause confusion, including reverse confusion, or to cause mistake, or to
20 deceive as to source, origin, affiliation, approval, sponsorship, and/or association. As
21 a result of Defendants' conduct, confusion is likely to occur both when consumers are
22 making their purchasing decisions, as well as post-sale.

23 25. Defendants are not authorized, licensed, or otherwise given permission
24 to reproduce, counterfeit, imitate, or use the TEAM ONE Mark.

25 26. The Infringing Marks, and each of them, are identical to or substantially
26 indistinguishable from Plaintiff's federally registered TEAM ONE Mark and
27 therefore constitute counterfeit marks.
28

1 27. Defendants' actions constitute trademark infringement pursuant to 15
2 U.S.C. § 1114.

3 28. Defendants are also secondarily liable for contributory trademark
4 infringement in that they have intentionally induced others, including other
5 Defendants, to directly infringe the TEAM ONE Mark; and/or they have continued to
6 provide others with infringing services, with knowledge of the direct infringers' use
7 or sale of the infringing services.

8 29. Defendants are also secondarily liable for vicarious trademark
9 infringement in that Defendants have an apparent or actual partnership among and
10 between themselves, and/or with other infringers, and have the authority to bind one
11 another in transactions with third parties, and/or exercise joint ownership or control
12 over the infringing services.

13 30. Defendants have committed the acts alleged above with full knowledge
14 of and in disregard of Plaintiff's rights in and to the TEAM ONE Mark. Defendants'
15 actions were willful and for the calculated purpose of misleading and deceiving the
16 public in order to trade on and profit from Plaintiff's goodwill.

17 31. As a direct and proximate result of Defendants' conduct, Plaintiff has
18 been damaged and will continue to be damaged unless Defendants are enjoined.

19 32. Plaintiff lacks an adequate remedy at law and, pursuant to 15 U.S.C.
20 § 1116(a), seeks an injunction prohibiting any continuing or future infringing conduct
21 by Defendants, including any further use of the Infringing Marks or any other mark
22 confusingly similar to the TEAM ONE Mark. Unless such an injunction issues,
23 Defendants' infringing conduct will continue to cause confusion, mistake, or to
24 deceive as to source, origin, affiliation, approval, sponsorship, and/or association,
25 thereby irreparably damaging Plaintiff.

26 33. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to, and hereby
27 seeks, an order awarding it all of its damages caused by Defendants' infringing
28

1 conduct, as well as an order awarding all of Defendants' profits traceable to
2 Defendants' conduct.

3 34. Pursuant to 15 U.S.C. § 1117(a), and because Defendants' conduct
4 described herein was intentional and in blatant disregard of Plaintiff's rights, Plaintiff
5 is entitled to, and hereby seek, an award tripling any damages or profits established at
6 trial.

7 35. On information and belief, Defendants intentionally used the Infringing
8 Marks, in the manner described in this Complaint, knowing such marks to be
9 counterfeit. Accordingly, pursuant to 15 U.S.C. § 1117(b), Plaintiff is entitled to, and
10 hereby seeks, an order awarding it judgment in the amount of three times Defendant's
11 damages or profits, whichever is greater, as well as Plaintiff's attorney's fees.

12 36. This case involves the use of a counterfeit TEAM ONE mark.
13 Accordingly, pursuant to 15 U.S.C. § 1117(c)(1), Plaintiff seeks an award of statutory
14 damages in the amount of \$200,000 for each counterfeit mark used by Defendants.

15 37. On information and belief, Defendants' use of the counterfeit TEAM
16 ONE mark was willful. Accordingly, pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff
17 seeks an award of statutory damages in the amount of \$2,000,000 for each counterfeit
18 mark used by Defendants.

19 38. Pursuant to 15 U.S.C. § 1118, Plaintiff is entitled to, and hereby seeks,
20 an order for the destruction of all materials bearing any Infringing Mark or any other
21 marks confusingly similar to the TEAM ONE Mark.

22 39. Defendants' actions make this an exceptional case under 15 U.S.C. §
23 1117(a). Plaintiff is entitled to, and hereby seeks, an award of attorneys' fees and
24 costs, pursuant to 15 U.S.C. § 1117(a).

SECOND CLAIM FOR RELIEF

Unfair Competition

(15 U.S.C. § 1125(a)(1)(A))

40. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth herein.

41. Defendants, through the acts and omissions described herein, have used and continue to use, in commerce words, terms, names, symbols, false designations or origin, false or misleading descriptions of fact, and/or false or misleading representations of fact, in connection with the sale, offering for sale, distribution, and advertising, of services and commercial activities.

42. Defendants' above-described conduct and use of the Infringing Marks are likely to cause confusion, or reverse confusion, or to cause mistake, or to deceive as to an affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Defendants' services or commercial activities by Plaintiff, which is not the case.

43. Defendants are not authorized, licensed, or otherwise given permission to reproduce, counterfeit, imitate, use, or provide any goods or services or other commercial activities bearing any Infringing Mark, or any other mark confusingly similar to the TEAM ONE Mark.

44. Defendants' actions violate 15 U.S.C. § 1125(a)(1)(A).

45. Defendants are also secondarily liable for contributory trademark infringement in that they have intentionally induced others, including other Defendants and the customers of each Defendant, to directly infringe the TEAM ONE Mark; and/or they have continued to provide others with infringing services, with knowledge of the direct infringers' use or sale of the infringing services.

46. Defendants are also secondarily liable for vicarious trademark infringement in that Defendants have an apparent or actual partnership among and between themselves, and/or with other infringers, and have the authority to bind one

1 another in transactions with third parties, and/or exercise joint ownership or control
2 over the infringing services.

3 47. Defendants have committed the acts alleged above with full knowledge
4 of and in disregard of Plaintiff's rights in and to the TEAM ONE Mark. Defendants'
5 actions were willful and for the calculated purpose of misleading and deceiving the
6 public in order to trade on and to profit from Plaintiff's goodwill.

7 48. As a direct and proximate result of Defendants' conduct, Plaintiff has
8 been damaged and will continue to be damaged unless Defendants are enjoined.

9 49. Plaintiff lacks an adequate remedy at law and, pursuant to 15 U.S.C.
10 § 1116(a), seeks an injunction prohibiting any continuing or future infringing conduct
11 by Defendants, including any further use of any Infringing Mark or any other mark
12 confusingly similar to the TEAM ONE Mark. Unless such an injunction issues,
13 Defendants' infringing conduct will continue to cause confusion, mistake, or to
14 deceive as to source, origin, affiliation, approval, sponsorship, and/or association,
15 thereby irreparably damaging Plaintiff.

16 50. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to, and hereby
17 seeks, an order awarding it all of its damages caused by Defendants' conduct, as well
18 as an order awarding all of Defendants' profits traceable to Defendants' conduct.

19 51. Pursuant to 15 U.S.C. § 1117(a), because Defendants' conduct described
20 herein was intentional and in willful and blatant disregard of Plaintiff's rights,
21 Plaintiff is entitled to, and hereby seeks, an award tripling any actual damages
22 established at trial.

23 52. Pursuant to 15 U.S.C. § 1118, Plaintiff is entitled to, and hereby seeks,
24 an order for the destruction of all materials, including, without limitation, all labels or
25 advertisements, bearing any Infringing Mark or any other mark confusingly similar to
26 the TEAM ONE Mark.

53. Defendants' actions make this an exceptional case under 15 U.S.C. § 1117(a). Plaintiff is entitled to, and hereby seeks, an award of attorneys' fees and costs, pursuant to 15 U.S.C. § 1117(a).

THIRD CLAIM FOR RELIEF

False Advertising

(15 U.S.C. § 1125(a)(1)(B))

54. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth herein.

55. Defendants, through the acts and omissions described herein, have used and continue to use, in interstate commerce words, terms, names, symbols, false designations or origin, false or misleading descriptions of fact, and/or false or misleading representations of fact ("false statements"), in commercial advertising or promotion that misrepresent the nature, characteristics, or qualities of their services, including, by falsely suggesting that services are TEAM ONE® services, which they are not.

56. Defendants' false and materially misleading statements and omissions have actually deceived or have the tendency to deceive a substantial segment of their audience; that deception is material, in that it is likely to influence the audience's purchasing decision; and Plaintiff has been or is likely to have been injured as a proximate result of Defendants' false statements, including by damaging Plaintiff's reputation and by a lessening of the goodwill associated with Plaintiff's TEAM ONE Mark.

57. Defendants' actions violate 15 U.S.C. § 1125(a)(1)(B).

58. Defendants are also secondarily liable for contributory false advertising in that they have intentionally induced others, including other Defendants and the customers of each Defendant, to directly engage in false advertising; and/or they have

1 continued to provide others with infringing services, with knowledge of the direct
2 infringers' display or use of the infringing services constitutes false advertising.

3 59. Defendants are also secondarily liable for vicarious false advertising in
4 that Defendants have an apparent or actual partnership among and between
5 themselves, and/or with other actors, and have the authority to bind one another in
6 transactions with third parties, and/or exercise joint ownership or control over the
7 false advertising.

8 60. Defendants have committed the acts alleged above with full knowledge
9 of and in disregard of Plaintiff's rights. Defendants' actions were willful and for the
10 calculated purpose of misleading and deceiving the public in order to trade on and to
11 profit from Plaintiff's goodwill.

12 61. As a direct and proximate result of Defendants' conduct, Plaintiff has
13 been damaged and will continue to be damaged unless Defendants are enjoined.

14 62. Plaintiff lacks an adequate remedy at law and, pursuant to 15 U.S.C.
15 § 1116(a), seeks an injunction prohibiting any continuing or future false advertising
16 by Defendants, as alleged herein, including further use of any Infringing Mark, or any
17 other mark confusingly similar to the TEAM ONE Mark. Unless such an injunction
18 issues, Defendants' false advertising will continue to materially deceive the relevant
19 public, thereby irreparably damaging Plaintiff.

20 63. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to, and hereby
21 seeks, an order awarding it all of its damages caused by Defendants' false
22 advertising, as well as an order awarding all of Defendants' profits traceable to
23 Defendants' false advertising.

24 64. Pursuant to 15 U.S.C. § 1117(a), because Defendants' conduct described
25 herein was intentional and in willful and blatant disregard of Plaintiff's rights,
26 Plaintiff is entitled to, and hereby seeks, an award tripling any actual damages
27 established at trial.

28

FIFTH CLAIM FOR RELIEF

Common Law Trademark Infringement

73. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if set forth herein.

74. The acts and omissions of Defendants, as set forth above, constitute common law trademark infringement.

75. Defendants, through the acts and omissions described above, have used and continue to use, in commerce words, terms, names, symbols, and devices which are confusingly similar to those of Plaintiff, in a manner that is likely to cause confusion, including reverse confusion, or mistake or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff, or as to the origin of Defendants' goods or services or other commercial activities, or as to the sponsorship or approval of Defendants' services or other commercial activities by Plaintiff, which is not the case.

76. Defendants are also secondarily liable for contributory trademark infringement in that they have intentionally induced others, including other Defendants and the customers of each Defendant, to directly infringe the TEAM ONE Mark; and/or they have continued to provide others with infringing services, with knowledge of the direct infringers' use or sale of the infringing services.

77. Defendants are also secondarily liable for vicarious trademark infringement in that Defendants have an apparent or actual partnership among and between themselves, and/or with other infringers, and have the authority to bind one another in transactions with third parties, and/or exercise joint ownership or control over the infringing services.

78. As a direct and proximate result of Defendants' conduct, Plaintiff has been damaged and will continue to be damaged unless Defendants are enjoined.

79. Plaintiff lacks an adequate remedy at law and seek an injunction prohibiting any continuing or future infringing conduct by Defendants, including

1 further use of any Infringing Mark or any other mark confusingly similar to the
2 TEAM ONE Mark. Unless such an injunction issues, Defendants' conduct will
3 continue to cause confusion, mistake, or to deceive as to source, origin, affiliation,
4 approval, sponsorship, and/or association, thereby irreparably damaging Plaintiff.

5 80. Plaintiff is entitled to, and hereby seeks, an order awarding it all of its
6 damages caused by Defendants' conduct, as well as an order awarding all of
7 Defendants' profits traceable to Defendants' conduct by which Defendants were
8 unjustly enriched.

9 81. Defendants' conduct described herein was intentional and in willful and
10 blatant disregard of Plaintiff's rights. Defendants are guilty of intentional, oppressive,
11 malicious, reckless, and despicable conduct directed to Plaintiff in conscious
12 disregard of Plaintiff's rights. Thus, Plaintiff is entitled to recover, and hereby seeks,
13 punitive damages from Defendants.

14
15 **SIXTH CLAIM FOR RELIEF**

16 **Unfair Business Practices**

17 (Cal. Bus. & Prof. Code § 17200)

18 82. Plaintiff incorporates by reference the preceding paragraphs of this
19 Complaint as if set forth herein.

20 83. Defendants have committed acts of illegal and unfair business practices,
21 as defined by Business and Professions Code Section 17200 *et seq.*, by engaging in,
22 among other unfair practices, deceptive representations in violation of Business and
23 Professions Code § 17500, and violations of state and federal trademark and unfair
24 competition law.

25 84. These acts and practices violate Business and Professions Code Section
26 17200, in that they are illegal, unfair, and/or fraudulent business practices.

27 85. The unlawful, unfair and/or fraudulent business practices as described
28 above, present a continuing threat to members of the public in that Plaintiff and

1 members of the general public have no other adequate remedy at law to halt and
2 remedy said practices and/or policies.

3 86. As a direct and proximate result of the aforementioned acts, Defendants
4 received and continue to hold ill-gotten gains resulting from their unfair business
5 practices, which properly belong to Plaintiff. Plaintiff, accordingly, seeks restitution
6 of all such gains.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

10 A. For a preliminary and permanent injunction enjoining and restraining
11 Defendants, and all of their officers, directors, stockholders, owners, agents,
12 representatives, servants, and employees, and all those acting in concert or privity
13 therewith, from directly or indirectly:

14 1. infringing Plaintiff's trademark rights in any way including,
15 without limitation, Plaintiff's rights, common law or otherwise, in the TEAM ONE
16 Mark;

17 2. using any words, terms, names, symbols, false designations or
18 origin, false or misleading descriptions of fact, and/or false or misleading
19 representations of fact, including, without limitation, the Infringing Marks, or any of
20 them, or any other mark confusingly similar to the TEAM ONE Mark, including,
21 without limitation the Infringing Marks and the Domain Name, in connection with
22 the sale, offering for sale, distribution, commercial advertising or promotion of goods
23 or services or commercial activities that are likely to cause confusion or mistake or to
24 deceive as to the affiliation, connection, or association of Defendants with Plaintiff,
25 or as to the origin of Defendants' goods or services or commercial activities, or as to
26 the sponsorship or approval of Defendants' goods or services or commercial activities
27 by Plaintiff; or that misrepresents the nature, characteristics, or qualities of
28 Defendants' or Plaintiff's goods or services or commercial activities.

1 3. engaging in any unfair business practices or any acts of unfair
2 competition in any manner with respect to Plaintiff or the TEAM ONE Mark; and

3 4. using the Infringing Marks, or any of them, or any other mark
4 confusingly similar to the TEAM ONE Mark in connection with the sale, offering for
5 sale, distribution, and advertising of any goods or services or other commercial
6 activities.

7 B. Ordering Defendants to file with the Court and to serve on counsel for
8 Plaintiff, within thirty (30) days from entry of an injunction, a report setting forth the
9 manner and form in which Defendants have complied with the injunction.

10 C. For an order that, by the acts complained of herein, Defendants have
11 infringed Plaintiff's trademark rights, in violation of 15 U.S.C. § 1114.

12 D. For an order that the Infringing Marks, and each of them, constitute
13 counterfeit marks.

14 E. For an order that Defendants intentionally used the Infringing Marks,
15 knowing them to be counterfeit, in connection with the sale, offering for sale, or
16 distribution of goods or services.

17 F. For an order that Defendants use of the counterfeiting Infringing Marks
18 was willful.

19 G. For an order that, by the acts complained of herein, Defendants have
20 infringed Plaintiff's rights in the TEAM ONE Mark, and that Defendants' conduct
21 violates 15 U.S.C. § 1125(a).

22 H. For an order that, by the acts complained of herein, Defendants have
23 engaged in cyber piracy in violation of 15 U.S.C. § 1125(d).

24 I. For an order that, by the acts complained of herein, Defendants have
25 infringed Plaintiff's common law trademark rights and/or engaged in acts of common
26 law unfair competition against Plaintiff.

1 J. For an order that, by the acts complained of herein, Defendants have
2 engaged in unfair business practices against Plaintiff, in violation of Cal. Bus. and
3 Prof. Code § 17200.

4 K. For an order finding that Defendants' conduct alleged herein was willful
5 and intentional and in conscious disregard of Plaintiff's rights.

6 L. For an order awarding Plaintiff general and/or specific damages, in an
7 amount to be fixed by the Court in accordance with proof.

8 M. For an order awarding all of Defendants' profits traceable to Defendants'
9 conduct.

10 N. For an order trebling any damage or profits established pursuant to 15
11 U.S.C. § 1117(a).

12 O. For an order, pursuant to 15 U.S.C. § 1117(b), awarding three times
13 Defendants' profits or damages, whichever is greater, as well as Plaintiff's reasonable
14 attorney's fees.

15 P. For an order, pursuant to 15 U.S.C. § 1117(c)(1), awarding statutory
16 damages for the use of the Infringing Counterfeit marks in the amount of \$200,000
17 per counterfeit mark used by Defendants.

18 Q. For an order, pursuant to 15 U.S.C. § 1117(c)(2), awarding statutory
19 damages for the use of the Infringing Counterfeit marks in the amount of \$2,000,000
20 per counterfeit mark used by Defendants.

21 R. For an order awarding statutory damages of at least \$100,000 pursuant to
22 15 U.S.C. 1117(d), for Defendants' violation of 15 U.S.C. § 1125(d).

23 S. For an order directing Defendants to transfer the Domain Name to
24 Plaintiff.

25 T. For an order awarding Plaintiff restitution of all amounts obtained by
26 Defendants by means of their wrongful acts described herein.

27 U. For an order for the destruction of all materials, including, without
28 limitation, all labels, signs, prints, packages, advertisements, books, and pamphlets

1 bearing the Infringing Marks, or any of them, or any other marks confusingly similar
2 thereto or dilutive thereof, or any false advertising concerning Plaintiff's or
3 Defendants' services.

4 V. For an order finding that this is an exceptional case, and awarding
5 Plaintiff their costs and attorneys' fees incurred in prosecuting this action pursuant to
6 15 U.S.C. § 1117(a).

7 W. And, for an order awarding such other or further relief as the Court
8 deems just and proper.

9
10 DATED: December 7, 2023

JEFFER MANGELS BUTLER & MITCHELL LLP
ROD S. BERMAN
STANLEY M. GIBSON
JESSICA BROMALL SPARKMAN
LENA STREISAND

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14 By: /s/ Jessica Bromall Sparkman
JESSICA BROMALL SPARKMAN
15 Attorneys for Plaintiff TEAM ONE
EMPLOYMENT SPECIALISTS, LLC.
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DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues which may be tried to a jury.

DATED: December 7, 2023

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LENA STREISAND

By: /s/ Jessica Bromall Sparkman
JESSICA BROMALL SPARKMAN
Attorneys for Plaintiff TEAM ONE
EMPLOYMENT SPECIALISTS, LLC.